Government of Karnataka

Bengaluru Solid waste Management limited

REQUEST FOR PROPOSAL

Repair of Existing machineries and Vehicles at Seegehalli wet waste processing plant of 120 TPD capacity

.....

Deputy General Manager- 3
Bengaluru Solid Waste Management Limited (BSWML)
1st and 2nd floor, BBMP Building, Timmaiah Road,
Vasanth Nagar, Bengaluru -560 052

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	4
3.	FORM OF TENDER AND QUALIFICATION INFORMATION	12
4.	CONDITIONS OF CONTRACT (CC)	17
5	CONTRACT DATA	27
6	SPECIFICATIONS	29
7	DRAWINGS	30
8.	BILL OF QUANTITIES	31

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3, 1st Floor, BBMP Building,
Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

****

No.DGM-3/BSWML/TEND/ /2025-26
Date: 15.09.2025

INVITATION FOR SHORT TERM TENDER (IFT)
(Only through GOK KPP Portal Only)

1. The waste processing plants established by BBMP are to be operated and maintained to process wet waste with approved technology to generate compost as per SOP.
2. In view of this, tenders are invited on behalf of Managing Director, BSWML for the following works.
3. The Tender documents can be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in) on payment of prescribed fee noted against each item of work (non-refundable) in the form of e-Payment through Karnataka Public Procurement Portal. The Bidder shall submit the bid through Karnataka Public Procurement Portal.

Sl. No	Name of the Work	Estimated amount Rs.in lakhs	EMD (in Rupees)	Stipulated Period of Service Contract
1	Repair of Existing machineries and Vehicles at Seegehalli wet waste processing plant of 120 TPD capacity, CALL-2	14.86	Rs. 37,150/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC.	03 Months
2	Repair of Existing machineries and Vehicles at	36.49	Rs.72,980/- through e-payment under of the following i.e., online /	03 Months

	Chikkanagmangala wet waste processing plant of 300 TPD capacity, CALL-2		RTGS / NEFT / OTC.	

CALENDER OF EVENTS:

1. Date of Pre bid meeting: 19.09.2025 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, BBMP Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.
2. Last date of submission of Bids in KPP Portal: 25.09.2025 before 16:00 hours.
3. The Technical Bid opening date in KPP Portal: 26.09.2025 after 16:30 hours.

NOTE:

1. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should the website (https://kppp.karnataka.gov.in)register before participating through the website (https://kppp.karnataka.gov.in)
2. The Bidder shall be required to meet eligibility criteria as per the tender conditions vide Bid Document.
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal Helpdesk.
6. Any Addendum/Corrigendum shall be published in the KPP Portal only.

Sd/-
Deputy General Manager-3
BSWML, Bengaluru.

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, BBMP for kind information.
3. Chief Executive Officer, BSWML for kind information.

4. Chief Operational Officer, BSWML, for kind information.
5. Chief Engineer & Chief General Manager (Tech), BSWML, for kind information.
6. Chief Financial officer, BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy

Deputy General Manager-3
BSWML

SECTION 2. INFORMATION TO BIDDERS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a bidder among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, bidders shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services

related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

[1] This Information to Bidders section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(b) Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the bidders.

1.7.2 As pointed out in para. 1.7.1 (a) above, bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which bidder will be hired for the purpose.

1.8 It is GOK's policy to require that bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Bidders may request a clarification of any item of the RFP document up to the number of days indicated in the KPP portal. Any request for clarification must be through KPP portal. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received up to pre- bid meeting. Description of

clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other bidders in the KPP portal without identifying the source of request for clarification.

2.2 At any time before the submission of Proposals, the Client may modify the bidding documents by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in. Any addenda thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders in the KPP portal. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend as necessary the deadline for submission of bids.

3. PREPARATION OF PROPOSAL

3.1 Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:

(i) If a bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual bidder(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other bidders invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the client to enter into a Joint Venture with bidders not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(vii) Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2025-26 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders

are invited.

B = Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next. [7]years.

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last three (3) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per

diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Bidders shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, And Opening Of Proposals

4.1 The Technical Bid and Financial Bid; see para 1.2 shall be uploaded in the KPP portal. The documents and details mentioned in clause 3 above shall be submitted online on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act. The bidder shall submit their quote in KPP Portal only as per Schedule -1.

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. The bidding under this contract is electronic bid submission through website https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the secured login.

4.3 Bidders are requested to go through the bid documents carefully and submit the required information without exception otherwise bids will be rejected.

4.4 The completed bid comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document

4.5 Bids must be received by the Client online not later than time specified in the bid data sheet. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

4.6 After the deadline for submission of Bids the Technical Bid will be opened on the date & time as mentioned in NIT. The Financial Bid of the successful bidders only will be opened after completion of technical bid evaluation.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of technical Bid is completed, the Client shall notify those Bidder whose Bids did not meet the minimum qualifying mark or were considered nonresponsive to the bid document and Terms of Reference, indicating that their Financial Bids will not be opened after completing the selection process. The Client shall simultaneously notify the Bidders those have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the KPP portal.

5.5 deleted.

5.6 deleted.

5.7 The Client will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Bidder will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet and through the KPP portal. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 The financial negotiations will involve the operational costs of the plant (not on breakdown of fees).

6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Bid. Before contract negotiations, the Client will require assurances that the experts and the tools and equipment's will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Bid without confirming their availability, the Bidder may be disqualified.

6.5 deleted.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful (para 5.3)

7.2 The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

<table>
<tr><th>Clause Reference</th><th></th></tr>
<tr><td>1. 1</td><td>The name of the Client is: Bengaluru Solid Waste Management Limited
The method of selection is: Least Cost Selection (LCS)</td></tr>
<tr><td>1.2</td><td>Technical and a Financial Bids are requested: Yes
The name, objectives and description of the Assignment are:
The Bengaluru Solid Waste Management Limited, invites bids to provide the Services for Repair of Existing machineries and Vehicles at Seegehalli wet waste processing plant of 120 TPD capacity
Objective:
▪ The primary objective of this project is to undertake comprehensive repair, refurbishment, and restoration of the existing machineries and vehicle at the Seegehalli Wet Waste Processing Plant (capacity: 120 TPD) to ensure uninterrupted, efficient, and environmentally compliant operations. This initiative supports the broader mission of BSWML to improve urban sanitation and waste management outcomes.</td></tr>
<tr><td>1.3</td><td>The Assignment is phased: NO.
The contract for 3 months shall be awarded to the bidder.</td></tr>
<tr><td>1.4</td><td>A pre-Bid meeting will be held: Yes
Date: 19.09.2025 Time: 15:00 hrs
The name(s), address(es), and telephone/numbers of the Client’s Official(s) are:
Deputy General Manager-3
Bengaluru Solid Waste Management limited (BSWML)
1st & 2nd Floor, BBMP Building, Timmaiah Road ,
Vasanth Nagar, Bangalore – 560 052</td></tr>
<tr><td>1.5</td><td>The Client will provide the following inputs:
1. Inventory of Existing Equipment and Vehicles: A detailed list of specifications, make/model, year of procurement, and current operational status of machinery and vehicles currently deployed at the Seegehalli Wet Waste Processing Plant.
2. Access to Site and Infrastructure: Unrestricted access to the plant premises, workshops, and storage areas for assessment, repair, and testing of machinery and vehicles.</td></tr>
<tr><td>1.7.2</td><td>The Client envisages the need for continuity for downstream work: NO</td></tr>
<tr><td>1.10</td><td>The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.</td></tr>
<tr><td>2.1</td><td>Clarifications may be requested up to one day prior to pre-Bid conference</td></tr>
<tr><td>3.1</td><td>Bids should be submitted in the following language(s): English</td></tr>
<tr><td>3.3</td><td>i. Shortlisted Bidder may associate with other shortlisted Bidder: No
ii. The estimated number of key professional staff months required for the assignment & minimum required experience of proposed key professional staff is
<table>
<tr><th>Position</th><th>Qualification</th><th>Experience</th></tr>
<tr><td colspan="3">1. Key Personnel</td></tr>
<tr><td>Technician-1: 1 number</td><td>Diploma in Mechanical or automobile or</td><td>Should have minimum 3 years’ experience in</td></tr>
</table></td></tr>
</table>

<table>
<tr><td>Clause Reference</td><td colspan="3"></td></tr>
<tr><td></td><td></td><td>equivalent</td><td>operating and maintaining MSW processing plant machinery.</td></tr>
<tr><td></td><td>Technician-2: 1 number</td><td>Diploma in Mechanical or automobile or equivalent</td><td>Should have minimum 3 years’ experience in operating and maintaining MSW processing plant Vehicles/ maintaining vehicles.</td></tr>
<tr><td></td><td colspan="3">iii. Reports which are part of the assignment must be written in the following language: English</td></tr>
<tr><td>3.4</td><td colspan="3">i. Training is an important feature of this Assignment: Yes
ii. Additional Information in the Technical Bid includes: Nil</td></tr>
<tr><td>3.9</td><td colspan="3">Bids must remain valid 180 days after the submission date</td></tr>
<tr><td>4.5</td><td colspan="3">Bids must be submitted no later than the following date and time 25.09.2025 before 16:00 hrs</td></tr>
<tr><td>5.1</td><td colspan="3">The address to send information to the Client is
Deputy General Manager-3
Bengaluru Solid Waste Management limited (BSWML)
1st & 2nd Floor, BBMP Building, Timmaiah Road ,
Vasanth Nagar, Bangalore – 560 052</td></tr>
<tr><td>5.3</td><td colspan="3">The number of points to be given under each of the evaluation criteria are:</td></tr>
<tr><td></td><td colspan="3">Points

(i) Specific experience of the bidder related to the Assignment 5
(ii) Adequacy of the proposed work plan and methodology in responding to the TOR 25
(iii) Qualifications and competence of the key professional staff for the Assignment 60
(iv) Suitability of the transfer of knowledge program (training) 10

Total Points: 100

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:
Points
(i) General qualifications 30
(ii) Adequacy for the project 60
(iii) Experience in region & language 10

Total Points: 100

The minimum technical score required to pass is : 75 Points</td></tr>
<tr><td>7.2</td><td colspan="3">The Assignment is expected to commence at Seegehalli MSW Processing Plant :</td></tr>
</table>

Clause Reference	
	The repair work will commence within 15days from the date of agreement becoming effective.
Note 1:	Bidders are required to pay EMD of Rs. 37,150/- shall be paid online through KPP Portal.
Note 2:	Before award of Tender Bidders are required to submit Difference amount for unbalanced tender in the form of Fixed Deposit/DD drawn in favor MD, BSWML/ Bank Guarantee as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD/DD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project.
Note 3:	Before award of Tender Bidders are required to submit Security Deposit of Rs. 74,300 (5% of estimated cost) in the form of Fixed Deposit/DD drawn in favor MD, BSWML/ Bank Guarantee as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD/DD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project.

Sincerely,

[Name of Client]

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Bidder’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Bidder)	TO: (Name and Address of Client)
_____	_____
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: For the work of ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,
Authorized Signature: Name and Title of Signatory:
Name of Bidder: Address:

3B. BIDDER'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Bidders, if any:</td><td>No. of Months of Key professional staff, provided by Associated Bidders:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Bidder's Name: _____

3C. COMMENTS AND SUGGESTIONS OF BIDDERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

BIDDER'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format Of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position: _____

Name of Bidder: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:** _____
[Signature of staff member and authorized representative of the Bidder] ***Day/Month/Year***

Full name of staff member:_____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____

* The Schedule should be for the period of completion of assignment

(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ ***[1st, 2nd, etc. are months from the start of assignment]***											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**** Modify as required for the Assignment.***

3I - Joint Venture Format

Memorandum of Understanding (*)

between

_____

And

_____

Whereas the Managing Director, BSWML Karnataka State the ' **Employer**' has invited proposal for appointment of agency **Repair of Existing machineries and Vehicles at Seegehalli wet waste processing plant of 120 TPD capacity –** hereinafter called the Project.

And Whereas _____ (Lead Partner) _____ JV Partner have agreed to form a Joint Venture to provide the said services to the Employer as Agency for Services; and

Now, therefore, it is hereby agreed by and on behalf of the JV Partner as follows:
(i) _____ will be the lead Partner and _____ will be the JV Partner

(ii) _____ (Partner) shall be the in charge of overall administration of contract and shall be authorised representative of all JV Partner for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if service work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Services.

(iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each Partner along with percentage sharing of cost of services shall be submitted to the Employer (Partner may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead Partner)
_____

Managing Director/Head of the Firm
Address
For_____ (Name of JV Partner)
_____

Managing Director/Head of the Firm
Address

(* To be executed on appropriate non judicial stamp paper)

3I (A) Power of Attorney of Authorised Signatory (*)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …….. son/daughter/wife of …….. and presently residing at ……., who is presently employed with **us** and holding the position of …….. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**Repair of Existing machineries and Vehicles at Seegehalli wet waste processing plant of 120 TPD capacity'** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…… in line with the following points

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

……

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

4A. FINANCIAL PROPOSAL SUBMISSION FORM

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

4B. SUMMARY OF COSTS

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

4C. BREAKDOWN OF COSTS (RS)

DELETED SINCE THIS OPTION IS NOT AVAILABLE IN KPP PORTAL

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

The Seegehalli MSW (Municipal Solid Waste) Processing Plant plays a vital role in managing and processing waste efficiently for the region. Over time, several critical vehicles and machineries at the plant have experienced wear and operational inefficiencies, primarily due to prolonged usage and lack of timely maintenance. These include TATA Back Hoe Loaders, NEW HOLLAND tractors, and specialized processing equipment from Alfatherm used in the preparatory and refinement sections of the plant.

To restore optimal functionality and ensure uninterrupted plant operations, the equipment listed requires comprehensive servicing, repairs, and selective replacement of parts.

2. A CONCISE STATEMENT OF OBJECTIVES

- To conduct comprehensive servicing, repair, and replacement of worn-out parts of selected vehicles and machinery.
- To restore all operational capabilities of the equipment, ensuring safety, reliability, and efficiency in MSW processing operations.
- To extend the lifespan and productivity of existing assets through structured mechanical and electrical refurbishments.

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

A. Vehicles

Back Hoe Loader (TATA, 2016 – 1 No.)

- Repair/Service: Hydraulic system, Gearbox, Fuse, Wiring, Electrical works
- Replace: Bucket, Tyres, Doors, Front windshield
- Tyres: To be replaced
- Hydraulic system: To be repaired
- Battery: Not Required (NR)

Tractors (NEW HOLLAND – 2 Nos., Not registered)

- Repair/Service: Self-motor, Electrical wiring kit, Hydraulic pump
- Replace: Tyres, Battery, Seats
- Tyres and Battery: To be replaced

Details of Repair of existing vehicles at Seegehalli MSW Processing Plant

SL NO	Vehicle Name	No of vehicles	Make/ Model	Year of Registration	Type of Services required	Parts of vehicles to be repaired / replaced/serviced		Condition of Tyres (Whether to be replaced)	Condition of Battery (Whether to be replaced)	Condition of hydraulic system (Whether to be repaired/ replaced)
						To be Repaired/ Serviced	To be Replaced			
1	Back Hoe Loader	1	TATA	2016	Full Service	Hydraulic system, Gear box, Fuse, Wiring, Electrical works	Bucket, Tyres, Doors & Front windshield	To be replaced	NR	To be repaired
2	Tractor	2	NEW HOLLAND	Not registered	Full service	Self-motor, Electrical wiring kit change, Hydraulic pump repair.	Tyres, Battery, Seats	To be replaced	To be replaced	-

Note : The bidder shall quote the rates after inspecting the plant and studying the existing condition of the vehicles and submit the tender.

B. Machineries

Preparatory Section (15 TPH)

- Equipment: Feeding hopper with conveyor system (1 No.)
- Repair: Air density separator (10HP), Hydraulic motor winding, Multiport conveyor chain, Rubber support (160m)
- Replace: SS screens (35mm & 16mm), Feed and reject conveyors, Gearboxes (5" & 3"),

Hydraulic pump, filter, hydraulic oil (1200L)

Control Panel Board (20HP)

- Repair: General servicing, wire replacement for hydraulic motor

Refinement Section (10 TPH)

- Equipment: Feeding hopper with 4mm trommel
- Repair: De-stoner, filter bags
- Replace: 4mm SS screen, Reject conveyor, -4mm conveyor system

Electrical Panel Board

- Repair: General servicing and wire replacement for hydraulic motor

Details of Repair of Existing Machineries at Seegehalli MSW Processing Plant

Sl NO	Section	Machinery description	Qty	Make	Year of purchase	Parts of machinery to be repaired / replaced	
						To be Repaired / Serviced	To be Replaced
1	Preparatory Section (15TPH)	Feeding hopper connected to 35mm & 16mm trommels through chain belt conveyor system run through electric powered hydraulic power packs system.	1	Alfatherm	2014	Air density separator (10HP 2800 RPM), Hydraulic motar winding, Multiport conveyor chain repair, spoorting rubber (160mtr)	35mm & 16mm ss screens(8*2 mtrs), Feedind conveyor belt (12*1), reject conveyor (10*0.65) 5"gear box, 3"gearbox, Hydraulic pump, filter, 1200ltr Hydraulic oil
2	Preparatory Section	Control Panel Board (20HP)	1	Alfatherm	2014		General service and replacement of wire attached to hydraulic motor
3	Refinement Section (10TPH)	Feeding hopper connected to 4mm trommel through chain	1	Alfatherm	2014	De-stonner and filter bags.	4mm screen (5*1.65mtr) SS, Reject conveyor

		belt conveyor system run through electric powered hydraulic power packs system,					replcement, - 4mm conveyor system.
4	Refinement Section	Electrical Panel Board.	1	Alfatherm	2014		General service and replacement of wire attached to hydraulic motar

4. SCHEDULE FOR COMPLETION OF TASKS

Activity	**Duration**	**Tentative Timeline**
Site assessment & inspection	7 days	Day 1 - Day 7
Procurement of spares & materials	30 days	Day 8 - Day 37
Repair & Servicing works	45 days	Day 38 - Day 82
Testing & Trial Run	5 days	Day 83 - Day 87
Final Review & Handover	3 days	Day 88 - Day 90

Total Duration: **90 working days**

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

- Access to the vehicles and machinery within the premises
- On-site technical support for coordination
- Power supply, water, and basic infrastructure for executing repair works
- Existing documentation and manuals related to machinery
- Security clearance for vendor staff

6. FINAL OUTPUTS THAT WILL BE REQUIRED OF THE BIDDER

- Fully serviced and operational vehicles and machinery as per the specified requirements
- Replacement of damaged components with quality-assured parts

- Test reports and commissioning certificate for each equipment
- Submission of before-and-after condition reports (including photos)
- Warranty documentation for replaced parts (where applicable)
- A detailed maintenance checklist for future upkeep

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR BIDDER'S WORK

Designation	**Organization**
Deputy General Manager (DGM)	BSWML
Assistant General Manager (AGM)	BSWML
Audit Officer (AO)	BSWML

The Review Committee will be responsible for monitoring progress, reviewing interim milestones, ensuring technical compliance, and approving final delivery of work.

8. Payment Terms and Defect Liability Period

1. Payment Schedule

a. 80% Payment: 80% of the total contract price shall be paid upon successful completion of the project, which includes the repair, servicing, and replacement of parts as specified in the contract. This payment will be released upon completion of all tasks and submission of the final commissioning reports along with all necessary documentation.

b. 20% Payment: The remaining 20% of the total contract price shall be paid after the successful operation of the repaired and serviced machinery and vehicles for a continuous period of three (3) months. The payment will be made upon confirmation that the equipment has been running satisfactorily during this period and has met all performance standards as outlined in the contract.

2. Defect Liability Period

a. The contractor shall be liable for any defects or deficiencies in the work performed for a period of six (6) months from the date of final commissioning. During this period, the contractor shall be responsible for rectifying any issues at no additional cost to BSWML.

9. PROCEDURE FOR REVIEW OF THE COMPLETED WORK

- **Stage 1**: Internal review by the Plant Manager and Maintenance Team upon preliminary

completion.

- **Stage 2**: Technical testing and trial run of each vehicle/machine.
- **Stage 3**: Joint inspection by the Review Committee.
- **Stage 4**: Final sign-off upon satisfactory performance and compliance with technical requirements.
- **Stage 5**: Formal acceptance and release of payment as per contract terms

SECTION VI: CONTRACT FOR BIDDER'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Bidders]

Dated :

CONTENTS

Page No.

I. FORM OF CONTRACT 33

II. GENERAL CONDITIONS OF CONTRACT 35

1. General Provisions 35

1.1 Definitions 35
1.2 Law Governing the Contract 36
1.3 Language 36
1.4 Notices 36
1.5 Location 36
1.6 Authorized Representatives 36
1.7 Taxes and Duties 36

2. Commencement, Completion, Modification, and Termination of Contract 36

2.1 Effectiveness of Contract 36
2.2 Commencement of Services 36
2.3 Expiration of Contract 36
2.4 Modification 37
2.5 Force Majeure 37

2.5.1 Definition 37
2.5.2 No Breach of Contract .....
2.5.3 Extension of Time 37
2.5.4 Payments .....

2.6 Suspension 37
2.7 Termination 37

2.7.1 By the Client 37
2.7.2 By the Bidders 38
2.7.3 Cessation of Rights and Obligations 38
2.7.4 Cessation of Services 39
2.7.5 Payment upon Termination 39
2.7.6 Disputes about Events of Termination 39

3. Obligations of the Bidders.....39

3.1 General 39

3.2 Conflict of Interests 39

3.2.1 Bidders not to Benefit from Commissions, Discounts, etc. 39
3.2.2 Procurement Rules of Funding Agencies.....40
3.2.3 Bidders and Affiliates Not to Engage in certain Activities 40

3.2.4 Prohibition of Conflicting Activities 40

3.3 Confidentiality 40

3.4 Insurance to Be Taken out by the Bidders 40
3.5 Accounting, Inspection and Auditing 40
3.6 Bidder's Actions requiring Client's prior Approval..... 41
3.7 Reporting Obligations 41
3.8 Documents prepared by the Bidders
to Be the Property of the Client 41
3.9 Equipments and Materials Furnished by the Client 41

4. Bidders' Personnel and Sub-bidders.....41

4.1 General 41
4.2 Description of Personnel 41
4.3 Approval of Personnel 42
4.4 Working Hours, Overtime, Leave etc.....42
4.5 Removal and /or Replacement of Personnel 42
4.6 Resident Project Manager 43

5. Obligations of the Client.....45

5.1 Assistance and Exemptions 43
5.2 Access to Land 43
5.3 Services, Facilities and Property of the Client 43
5.4 Payment 44

6. Payments to the Bidders.....46

6.1 Cost Estimates; Ceiling Amount .....` 44
6.2 Remuneration and Reimbursable Expenditures 44
6.3 Currency of Payment 44
6.4 Mode of Billing and Payment 44

7. Settlement of Disputes.....48

7.1 Amicable Settlement 45
7.2 Dispute Settlement 45

III. SPECIAL CONDITIONS OF CONTRACT 46

IV APPENDICES

Appendix A — Description of the Services 51
Appendix B — Reporting Requirements 51
Appendix C — Key Personnel and Sub-bidders 51
Appendix D — Duties of the Client 51
Appendix E — Cost Estimates 51
Appendix F — Form of Bank Guarantee for Advance Payments 52

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the ___ day of the month of _____, 200____, between, on the one hand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Bidders").

[Note: If the Bidders consist of more than one entity, the above should be partially amended to read as follows:*
"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Bidders' obligations under this Contract, namely, _____ and __ (hereinafter called the "Bidders.")"].

WHEREAS

(a) the Client has requested the Bidders to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Bidders, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-bidders	_____
Appendix D:	Duties of the Client	_____
Appendix E:	Cost Estimates	_____
Appendix F:	Form of Guarantee for Advance Payments	___

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.].

2. The mutual rights and obligations of the Client and the Bidders shall be as set forth in the Contract; in particular:

(a) The Bidders shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Bidders in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

* *All notes should be deleted in the final text*

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE BIDDERS]

By
(Authorized Representative)

[Note: If the Bidders consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH
OF THE MEMBERS OF THE
BIDDERS

[Name of the Member]

By
(Authorized Representative)

[Name of the Member]

By
(Authorized

Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Bidders consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Bidders’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Bidders, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Bidders or by any Sub-bidder as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Bidders pursuant to this Contract as described in Appendix A; and

(m) "Sub-bidder" means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Bidders, or a Sub-Bidder.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidders may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Bidders, Sub-bidders and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Bidders shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidders shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Bidders, suspend all payments to the Bidders hereunder if the Bidders fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidders of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidders, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Bidders do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Bidders (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Bidders**

The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the Client of the Bidders' notice specifying such breach;

(c) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;
(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Bidders' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC
2.7.1 or GC 2.7.2 hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidders and equipment and materials furnished by the Client, the Bidders shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Bidders (after offsetting against these payments any amount that may be due from the Bidder to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC
2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC
2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, ~~refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.~~ dispute shall be resolved through statutory rules and regulations.

3. **Obligations of the Bidders**

3.1 **General**

The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced

technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-bidders or Third Parties.

3.2 **Conflict of Interests**

3.2.1 **Bidders Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Bidders pursuant to Clause GC 6 hereof shall constitute the Bidders' sole remuneration in connection with this Contract or the Services and the

Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Bidders shall use their best efforts to ensure that any Sub-bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Bidders, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Bidders shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Bidders and Affiliates Not to engage in Certain Activities**

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and any entity affiliated with the Bidders, as well as any Sub-bidder and any entity affiliated with such Sub-bidder, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

The Bidders shall not engage, and shall cause their Personnel as well as their Sub- bidders and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Bidders, their Sub-bidders and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to be Taken Out by the Bidders**

The Bidders (i) shall take out and maintain, and shall cause any Sub-bidders to take out and maintain, at their (or the Sub-bidders', as the case may be) own cost

but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 **Accounting, Inspection and Auditing**

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail

as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 **Bidders' Actions Requiring Client's Prior Approval**

The Bidders shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-bidder and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Bidders shall remain fully liable for the performance of the Services by the Sub- bidder and its Personnel pursuant to this Contract; and

(b) appointing such members of the Personnel as are listed in Appendix C ("Bidders' Sub- bidders' Key Personnel") merely by title but not by name;

(c) any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Bidders shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 **Documents Prepared by the Bidders to Be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidders for the Client under this Contract shall become and remain the property of the Client, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Bidders by the Client, or purchased by the Bidders with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Bidders' Personnel and Sub-bidders

4.1 General

The Bidders shall employ and provide such qualified and experienced Personnel and Sub-bidders as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidders' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidders by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Bidders, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel and Sub-bidders listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Bidders propose to use in the carrying out of the Services, the Bidders shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc**.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Bidders' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Bidders who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better

qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Bidders

may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Bidders shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager**

If required by the SC, the Bidders shall ensure that at all times during the Bidders' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Bidders and the Personnel and any Sub-bidders employed by the Bidders for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Bidders, Sub-bidders and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Bidders shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidders and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidders or any Sub-bidder or the Personnel of either of them.

5.3 **Services, Facilities and Property of the Client**

The Client shall make available to the Bidders and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Bidders as and when so specified, the Parties shall agree on (i) any time

extension that it may be appropriate to grant to the Bidders for the performance of the Services, (ii) the manner in which the Bidders shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidders as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 **Payment**

In consideration of the Services performed by the Bidders under this Contract, the Client shall make to the Bidders such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Bidders**

6.1 **Cost Estimates; Ceiling Amount**

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Bidders shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Bidders in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Remuneration and Reimbursable Expenditures**

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Bidders
(i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Bidders in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 **Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 **Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Bidders an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Bidders to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Bidders shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Bidders within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidders, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Bidders specifying in detail deficiencies in the Services, the final report or final statement. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the Client within thirty (30) days after receipt by the Bidders of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Bidders specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by

either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is

] [1.4.1.....

The addresses are:

Client:

Attention : .....

Cable address : _____
Telex : _____
Facsimile : _____
E-mail : .....

Bidders:

Attention :----------
Cable address : _____
Telex : _____
Facsimile : _____
E-mail : .....

[Note[1]: Fill in the Blanks]

[1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized

Representatives are: For the

Client: _____

For the Bidders: _____

[Note: Fill in the Blanks]

[1.7.1 The bidders, Sub-bidders and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]

[1] *All notes should be deleted in the final text*

[1.7.2 However, the Consultancy Services tax payablefor providing this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The effectiveness of contract shall be on the date.....]

[2.2 The time period shall be days *[Note: Fill in 30 days or any other appropriate]*or such other time period
as the Parties may agree in writing.]

[2.3 The time period shall be _____ *[Note: Fill in the time period, e.g., 24 months]* or such other time period as the parties may agree in writing.]

[3.4 The risks and the coverages shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidders or their Personnel or any Sub-bidders or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs. ..... for the period of consultancy.

(c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client's liability and workers' compensation insurance in respect of the Personnel of the Bidders and of any Sub-bidder, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidders' property used in the performance of the Services, and (iii) any documents prepared by the Bidders in the performance of the Services.]

[Note: Fill in the blanks and delete what is not applicable.]

[3.6(c) The other actions are:

Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:

"(i) taking any action under a civil works contract designating the Bidders as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Bidders shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 *Note: If there is a resident project manager, state here:* "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." *If there is no such manager, delete this Clause SC 4.6 from the SC.*]

[5.1 *Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.*]

[6.1(b) The ceiling amount of contract is: _Rs._____]

[6.2(a) *Note: In order to adjust the remuneration for inflation, a price escalation provision should be included here if the contract has a duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The escalation should be made every 12 months after the date of the contract for remuneration. A sample provision is provided below for guidance*:

"Payments for remuneration made in accordance with Clause GC 6.2(a) shall be adjusted as follows:

Remuneration paid pursuant to the rates set forth in Appendix E shall be increased every twelve
(12) months (and, for the first time, with effect for the remuneration earned in the .13th calendar month after the date of the Contract) by applying a factor of 6%[1] per annum.

[6.2(b) (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Bidders shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Bidders' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

(3) The rates for Personnel are set forth in

Appendix E]. [6.2(c) The reimbursable expenditures

shall be the following:

(1) an allowance (to cover boarding and/or lodging) for each of the personnel who have to work outside their normal duty station, at the rates specified in Appendix E;

(2) the cost of the following locally procured items : local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges, all if and to the extent required for the purpose of the Services, at rates specified in Appendix E;

(3) the cost of equipment, materials and supplies to be procured as specified in Appendix E;

(4) the cost of any subcontract required for the Services and approved in writing by the Client;

(5) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and

(6) the cost of such further items as may be required by the Bidders for the purpose of the Services, as agreed in writing by the Client.

[*Note : Items that are not applicable should be deleted; others may be added.*]

[6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) An advance payment of Rs._____ shall be made within 15 days after receipt of advance payment guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first months of the Service until the advance payment has been fully set off.

[1] Modify appropriately keeping in view the inflation rate and the general salary increases for the year.

(2) The bank guarantee shall be for an amount of Rs.....

[6.4(c) The interest rate is Rs.5%[1] per annum] [6.4(e)---------- The account is----------]

[Note: Fill in the blanks]

7.2 Deleted.

I. APPENDICES

Appendix A: Description of the Services

Refer Data sheet

Appendix B: Reporting Requirements

Not applicable

Appendix C: Key Personnel and Sub-bidders

Refer Data sheet

Appendix D: Services and facilities to be provided by the Client

Refer Data sheet

Appendix E: Cost Estimates in Indian Rupees

Refer Data sheet

Appendix F: Form of Bank Guarantee for Advance Payments

Not applicable

Schedule-1
Price Bid (indicative ONLY)

To be uploaded in KPP portal ONLY by bidder

Sl. No	Unit	Description of work	Qty	Rate in Rs. (per MT)	
				QUOTED RATE IN FIGURES	QUOTED RATE IN WORDS
1	Per Job	**Providing one time repair of existing Vehicles at Seegehalli Processing Plant:** Providing one time repair of existing Vehicles at Seegehalli Processing Plant including cost of all necessary spares, tools and tackles, machinery, lead, lift, labour etc as per directions of the Engineer in charge of work.	1		
2	Per Job	**Providing one time repair of Existing Machineries at Seegehalli Processing Plant:** Providing one time repair of existing machinery at Seegehalli processing plant with all necessary spares, tools and tackles, lead, lift, labour etc as per directions of the Engineer in charge of work.	1		

Note: Payment will be made as per the Payment schedule.